

GMU Research Brief, October 6th, 2016

The GMU Faculty Senate passed a [resolution](#) calling for administrators allow faculty review of the Koch gift, expressing concerns over “complex organizational changes the exact nature and implications of which are not clear,” and that the agreement gave “too much leverage to the Donors.” The administration approved the deal despite this.

Universities and Koch’s “Implementation of Policy Change”

The Koch Foundation’s model for donor-funded policy change is called the “[Structure of Social Change](#).”

Funded by private donors at each stage: one produces the desired academic research (“intellectual raw materials”), which a think tank then molds into policy recommendations (“usable form”), which astroturf (“implementation”) groups give the appearance of grassroots support.

The Koch foundation describes the end result as “the implementation of policy change,” or “transforming ideas into action.” A critical component of Koch’s strategy was described by the Koch foundation’s Kevin Gentry in [2014](#):

Not only does higher education act as a talent pool stream where teachers and professors operate other new programming, but it also -- the students that graduate out of these higher education programs also populate the state-based think tanks and the national think-tanks. **So it's not just work at the universities with the students, but it's also building state-based capabilities and election capabilities, and integrating this talent pipeline.** So you can see how this is useful to each other over time. No one else has this infrastructure.

Contractual Control of GMU ASSLAW

According to the [agreement](#) between GMU and the Koch foundation, the donor’s retain veto power over use of funds. Funding is renewed annually through “an annual written proposal” submitted for “the Donor’s consideration.”

If the Donor, in its sole and absolute discretion, does not approve the Foundation Grant Request, the Donor is under no obligation to contribute any funds to the Foundation or the University. (Section 5.a)

Additionally, the donors retain the “sole and absolute discretion to terminate this Agreement or discontinue or withhold any Contributed Amount, . . .effective upon the expiration of thirty (30) days from the date notice w as provided by the Donor” (Section 7.a). [Recent recordings](#) of the Koch foundation’s Charlie Ruger confirm that this provision is for donor control:

Everything we do is on an annual basis. So we want our partners to have certainty and be able to do long term programs and stuff. . . .we’ll say ‘for the first 3 to 5 years of an investment, we’ll commit, formally, 3 or 4 million dollars or whatever it is . . .here’s what the university has said it would like to do with the money. If it does anything else with it, you know, **‘best of luck but the next check isn’t coming.’**

The Koch foundation makes a false appeal to the protection of academic freedom. The Koch foundation’s pet definition of academic freedom based in “a republic of science,” as featured in Koch’s Science of Success. The contract also obliges the university to “to keep confidential and not to disclose to any third party the existence of or contents of this Agreement without express written approval from the Donor, except as otherwise may be required by law” (Section 9.b).